

# ASSIGNMENT

## (JOINT)

18946 U.S. PTO

10/611955

07/03/03

THIS ASSIGNMENT, by Shinjiro SAKURAI, Masaya KUSUMOTO,  
Masatoshi KANEKO and Futoshi HOSHINO

~~and~~ all x residing at  
c/o Mitsui Chemicals, Inc., 580-32, Nagaura, Sodegaura-shi, Chiba  
299-0265 Japan

~~and~~ \_\_\_\_\_ (hereinafter referred to as "the  
Assignors"), ~~respectively~~, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in  
Emulsion for Thermal Recording Material and Thermal Recording Materials  
Made by Using the Same

\_\_\_\_\_ set forth in an application for Letters Patent of the  
United States, [ ] which is a provisional application to be filed herewith; [x] which is a non-  
provisional application having an oath or declaration executed on even date herewith prior to filing  
of application; [ ] bearing Application No. \_\_\_\_\_, and filed on \_\_\_\_\_  
\_\_\_\_\_; and

WHEREAS, MITSUI CHEMICALS, INC., a corporation duly organized under and  
pursuant to the laws of Japan and having its principal place of  
business at 2-5, Kasumigaseki 3-chome, Chiyoda-ku, Tokyo 100-6070 Japan (hereinafter  
referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to  
said inventions, the right to file applications on said inventions and the entire right, title and interest  
in and to any applications, including provisional applications for Letters Patent of the United States  
or other countries claiming priority to said application, and in and to any Letters Patent or Patents,  
United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and  
sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold,  
assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over,  
unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and  
interest in and to the above-mentioned inventions, the right to file applications on said inventions  
and the entire right, title and interest in and to any applications for Letters Patent of the United  
States or other countries claiming priority to said applications, and any and all Letters Patent or  
Patents of the United States of America and all foreign countries that may be granted therefor and  
thereon, and in and to any and all applications claiming priority to said applications, divisions,  
continuations, and continuations-in-part of said applications, and reissues and extensions of said  
Letters Patent or Patents, and all rights under the International Convention for the Protection of  
Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf  
and the use and behalf of its successors, legal representatives, and assigns, to the full end of the  
term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same  
would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with  
the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and  
delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title,  
and interest in and to the inventions set forth in said applications and said applications, including  
provisional applications, above-mentioned, and that the same are unencumbered, and that the  
Assignors have good and full right and lawful authority to sell and convey the same in the manner  
herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia, to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date	<u>September 3, 2001</u>	Signature of Assignor	<u><i>Shinjiro Sakurai</i></u> Shinjiro SAKURAI
Date	<u>September 3, 2001</u>	Signature of Assignor	<u><i>Masaya Kusumoto</i></u> Masaya KUSUMOTO
Date	<u>September 3, 2001</u>	Signature of Assignor	<u><i>Masatoshi Kaneko</i></u> Masatoshi KANEKO
Date	<u>September 3, 2001</u>	Signature of Assignor	<u><i>Futoshi Hoshino</i></u> Futoshi HOSHINO
Date	_____	Signature of Assignor	_____
Date	_____	Signature of Assignor	_____
Date	_____	Signature of Assignor	_____
Date	_____	Signature of Assignor	_____